Terms of Reference (TOR)

Terms of Reference for Implementation of Sustainable Energy to support Resilient Livelihood in Muzaffarpur and Begusarai Districts of Bihar

<table>
<thead>
<tr>
<th>Title</th>
<th>Implementation of Sustainable Energy to support Resilient Livelihood in Muzaffarpur and Begusarai Districts of Bihar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Timeline</td>
<td>30 Days</td>
</tr>
<tr>
<td>Expected area of expertise</td>
<td>5 to 6 Years of relevant experience in implementation and Support.</td>
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<tr>
<td>Email and website</td>
<td><a href="https://forms.gle/XSJgLsF5QjQwHssu9">https://forms.gle/XSJgLsF5QjQwHssu9</a> (Contact Procurement for Form Link)</td>
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About SELCO Foundation:

SELCO Foundation’s mission is to create a platform of solutions that uses sustainable energy as a catalyst to bridge environmental sustainability and poverty alleviation. With holistic development as the primary focus, the organization strives to create equitable societies, where services are accessed by all communities. The interventions of SELCO lead to a sustainable delivery model of essential services like livelihoods, education, and health till the last mile. (Read more about SELCO here: http://www.selcofoundation.org/)

1. Summary of the project:

In rural areas, women lack access to essential tools and support for improving their livelihoods. The absence of equipment limits their productivity and economic opportunities. Additionally, the lack of comprehensive support in terms of training and capacity-building restricts women from acquiring the skills needed to run successful enterprises and make informed financial decisions. These barriers prevent women from achieving economic empowerment and hinder their ability to contribute effectively to their families and communities. Collaborative efforts are needed to address this gender gap, provide women with necessary resources, and foster inclusive growth.

- Systematically identify diverse needs of the poor, understand and define the role of sustainable development, poverty alleviation and decentralized energy.
- Create and deploy innovative solutions that positively impact well-being, health, education and livelihoods towards the alleviation of poverty.
Foster the development of enabling conditions or an ecosystem through holistic thought processes in technology, finance, entrepreneurship and policy. Currently the foundation works across 10 states in India.

2. Goals and Objectives

The Goal of this ToR is to outline the scope, objectives, and implementation framework for the deployment of life skills, solar technology, financial inclusion & entrepreneurship development training to support sustainable energy driven livelihoods in the Muzaffarpur and Begusarai districts of Bihar. The initiative aims to enhance economic opportunities and resilience for underserved communities, with a particular focus on women, by providing access to sustainable energy solutions. Specifically, the program intends to implement solar energy for 25 macro livelihoods, 100 micro livelihoods, and 45 s-mart livelihood initiatives.

- Establishment of S-Marts: The project seeks to create S-marts, serving as community centers for decentralized renewable energy solutions and related services.
- Empowering Women Technicians (Seva Bandhus): The partnership prioritizes the training and development of women technicians known as Seva Bandhus, who will play a crucial role in delivering technical support.
- Formation of Business Associates: The collaboration aims to establish Business Associates who will work on a commission basis to promote and distribute renewable energy solutions.
- Micro entrepreneurship Promotion: The project aims to foster the growth of microentrepreneurs, promoting economic development and expanding access to renewable energy solutions.
- Training and Capacity Building: A comprehensive training program will empower 400 end-users and beneficiaries, with a particular focus on women who are members of the agency.
- Exposure Visits: Exposure visits are planned to enable community members to learn from successful implementations.
- Engaging Champion Partners: The partnership will identify and engage champion partners at different levels, contributing to the project’s overall success.

3. Scope of Work

Kep Assignments/Deliverables

- Source & Identify 400 women for renewable energy related livelihood and promotion activities through SHG groups in Bihar from the districts of Muzaffarpur & Begusarai.
- To facilitate rolling out, smooth functioning, coordination and monitoring of the entire project implementation
Support in providing required secondary data for the market/needs assessment and impact assessment in project implementation identified districts and blocks.

To facilitate the eligible SHG Women entrepreneurs members to get the loan facilities for DRE livelihoods activities through SHG or any other Banking channel as per the SHG norms.

To facilitate maximum visibility and exposure to the center and hosts regular stakeholder visits, relevant training at the center.

Support in outreach and promotional campaigns for promoting the uptake of DRE livelihood technologies among the SHG women members.

Facilitating the participation of jointly identified demo SHG women users, Solar Mart Entrepreneurs, and DRE technology products in national and state trade workshops and market fairs.

Agency to support to gather required data for market/needs assessment, economic viability assessment, end-user financing mapping and design of the state-level policy with the support of agency

Overall, the agency identifies and engages with a total of 400 SHG women members, including Solar Mart Entrepreneurs, DRE livelihood Micro and Macro entrepreneur, for training, promotion, demonstration, installation, and service management for solar and other DRE based livelihood technology products.

Train 200 women for a period of 3 months for capacity building on various topics such as and not limited to life skills, soft skills, enterprise development, solar livelihood application awareness & their positive impact on climate change. Facilitate the availability of infrastructure for non-residential training, including training spaces and equipment.

To conduct 20 orientation programs on solar livelihood applications for 200 SHG women participants in the district of Begusarai

To train & set up 45 S-marts, 40 in the district of Muzaffarpur & 5 in the district of Begusarai under its flagship project and facilitate their smooth functioning. As per the fund received from Selco Foundation, the agency will provide INR 40,000 grant support to S-mart women entrepreneurs for branding and visibility activities. Through S-marts facilitate for the supply, installation, service, and maintenance of clean energy livelihoods solutions/DRE for the selected entrepreneurs

4. **Requirement:**

- The consultant/agency, should have adequate experience in the field of similar interventions
- The consultant/agency should have experience in conducting training/evaluation/assessments on women who have undergone training. Preference will be given to the applicant with prior experience in renewable energy systems
- The team members deployed by the consultant/agency are expected to have technical expertise in electrical/solar training content
- The consultant/agency should have the ability to intervene with concerned government bodies whenever required.
• Need to delegate through team representatives in the geographies assigned by SELCO Foundation.

5. **Timelines: One Month**
   We estimate the project will take about 1 Month to complete, subject to change based on the project's complexity and scope of the work.

6. **Selection Criteria:**
   The prospective consultant will be evaluated by an expert in-house committee on the following criteria -
   - Relevant background and experience
   - Quality of Approach and methodology
   - Cost effectiveness
   - Timelines
   - have prior knowledge of working with the NGOs
   - The financial proposal will be evaluated based on approach & work plan, prior work experience, expertise, cost, and proposed payment terms.

**Proposal format:**

<table>
<thead>
<tr>
<th>Training of trainers (Consolidated Cost)</th>
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<tbody>
<tr>
<td>Salary for Trainers for 3 modules</td>
<td></td>
</tr>
<tr>
<td>(lifeskills, financial inclusion &amp; solar technology)</td>
<td></td>
</tr>
<tr>
<td>Salary for Trainers for EDP Module</td>
<td></td>
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<tr>
<td>Travel cost for Trainers</td>
<td></td>
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<tr>
<td>Training center infrastructure:</td>
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7. **Payment Terms:**
   Consultants are invited to submit a quotation against the deliverables, payment will be consider both party agrees
Note: The consultant is required to furnish all relevant files, inclusive of editable versions of deliverables. SELCO Foundation retains the right to utilize the materials according to its needs.

8. To apply
Interested consultants / organisations, with relevant experience (please include samples and/or references of the previous similar work as proof of experience) and based out of India are requested to reach out with a detailed proposal giving a brief on the methodology and the process they will uptake for this project, including budgets (with break-ups and explanation), timelines and milestones and submit the same to google form https://forms.gle/rsdw9ruYAwDrcR1T6 on before 07th May, 2024.

Any further queries please write to procurement@selcofoundation.org with a subject line: “Implementation of Sustainable Energy to support Resilient Livelihood” (Name of Project)

Refer Terms and Condition:

1. Sub-contracting: In the event that the Consultant requires the services of subcontractors to perform any obligations under the Contract, the Consultant shall obtain the prior written approval of the Foundation. Any rejection or non-performance of the subcontractor shall not, in and of itself, entitle the Consultant to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Consultant shall be solely responsible for all services, obligations and deliverables performed by its subcontractors

2. Quality Assurance
The data submitted to Selco Foundation should be accurate, complete, reliable and relevant. Consulting agency shall establish additional layers for data cleaning and submission.

3. Financials & Reporting
TDS will be deducted on the fixed amount as per Income Tax Act and Rate of Percentage. In accordance with the Central Board of Direct Taxes circular No. 7 of 2022 dated 30th March, 2022 in relation to the clarifications with respect to Section 114AAA of the Income-tax Rules, 1962, failure to link Aadhar number to the PAN card and/or failure by any person, who falls within the income tax bracket or otherwise, to file tax returns in relation to payment of TDS for any service (in accordance with Section 206AB and 206AA) and/or an inoperative PAN card will result in a 20% tax deduction.

4. Indemnification
Both parties shall indemnify and hold its Trustees, Directors and representative officers, employees, agents harmless from and against any and all claims, demands, actions, losses, liabilities, charges, damages, costs and expenses (including but not limited to reasonable attorney's fees) arising out of or
resulting from (1) any claims arising in connection with activities undertaken by both parties in connection with the project or (2) Consultant's gross negligence or willful misconduct or breach of any undertaking, covenant, representation or warranty contained in this agreement and/or the actual infringement of any patent, trademark, copyrights, trade secret or any other intellectual property right of the third party.

5. Patent, Copyright and other Proprietary Rights
   (i) Except as is otherwise expressly provided in writing in the Contract, the Foundation shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Consultant has developed for the Foundation under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the Foundation.
   (ii) Subject to the foregoing provisions, all documents, reports, recommendations, documents, and all other data compiled by or received by the Consultant under the Contract shall be the property of the Foundation, shall be made available for use or inspection by the Foundation at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to the Foundation's authorized officials on completion of work under the Contract
   (iii) The Consultant will treat all information given to him/her as information with proprietary value and will not disclose the same to competitors or any outsiders. The Consultant will not at any time, except under legal process, divulge any trade or business secret relating to the Foundation or any customer or agent of the Foundation, which may become known to him by virtue of his position as consultant, save in so far as such disclosure shall be necessary in the interest and for the benefit of the said Foundation and will be true and faithful to the Foundation in all dealings and transactions whatsoever relating to the said Foundation.
   (iv) Reports or other data that are developed specifically for the performance of this Contract shall be the property of the Foundation and the Consultant shall deliver reports and data to the Foundation as per the milestones. Dissemination of the reports and any information from the said contracts shall be done with written approval from the Foundation.

6. Publicity, use of name & Logo of the Foundation: The Consultant shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with the Foundation, nor shall the Consultant, in any manner whatsoever use the name, emblem, logo or official seal of the Foundation or that of SELCO in connection with its business or otherwise without the written permission of the Foundation.

7. Observance of Law:
   (i) The Consultant shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract.
   (ii) The Consultant represents and warrants that neither it, its parent entities, partners or subcontractors nor any of its subsidiary or affiliated entities (if any) is engaged in any practice
inconsistent with the rights set forth in the Child Labour (Prohibition and Regulation) Act of 1986, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development.

(iii) The Consultant represents and warrants that it shall adhere to the mandates prescribed under the Sexual Harassment of Women (Prevention, Prohibition & Redressal) Act, 2013, which requires all workplaces to have a Policy and Internal Committee to address complaints of sexual harassment that women may face at the workplace.

8. Termination:
Either party may terminate this contract by giving a notice in writing to the other party stating their intention to terminate the same on the expiration of Seven (7) days from the date of such notice. In addition, the Foundation may also terminate this contract forthwith in the event of any fraud, misconduct or neglect of duties on the part of the Consultant. Any notice to be given hereunder shall be sufficiently given to the Consultant if forwarded by registered post or by Courier Service to the last known postal address of the Consultant and shall be sufficiently given to the Foundation if similarly forwarded to the registered office. Upon the termination of this contract and payment of the said fees due up to such termination, and payment of all disbursements and out-of-pocket expenses incurred up to the date thereof (provided the same have been incurred after obtaining prior approval), the Consultant shall deliver all deeds, documents and paper in his possession relating to the business of the Foundation or as the Foundation shall direct, and shall continue to afford him all reasonable assistance for concluding pending matters at the date of such termination without making any charge thereof.

9. Force Majeure:

(i) *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Consultant.

(ii) In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*.

(iii) On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
(iv) If the Consultant is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, the Foundation shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in this Contract.

10. Both the Foundation and the Consultant fully and freely intend to create an independent Contractor relationship under this Contract. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. Both parties agree that the consultant has the right to sole and exclusive control over the manner and means employed in performing their activities under this Contract.

11. Settlement of disputes:

   (i) The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof.

Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, the matter shall be referred by either Party to arbitration in accordance with the Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be at Bangalore. Likewise, the jurisdiction will vest with courts in Bangalore.